

AGREEMENT

21298

THIS AGREEMENT, made and entered into this 16th day of October, 1997, by and between FERMAR, INC., trading as LAS ROCAS RESTAURANT, (hereinafter the "Applicant"), and KALORAMA CITIZENS ASSOCIATION and its President PETER SCHOTT (hereinafter the "Protestants"),

WHEREAS, Applicant having filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for issuance of a class CR License for the premises known as 2450 18th Street, N.W., Washington, D.C. 20009, which application is pending before the ABC Board in case no. 21298-97105P;

WHEREAS, Protestants having timely filed before the ABC Board a protest opposing the granting of the referenced application; and

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to the approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestants' concerns and Protestants will agree to the issuance of the ABC License, and withdrawal of the Protest;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties hereby agree as follows:

1. Noise suppression: There shall be no live music performed in the establishment. Sound emanating from any part of the establishment shall not be audible in residential structures in the vicinity or on the sidewalks across the street from the Restaurant on 18th Street or Columbia Road. The Restaurant's operations shall at all times be in compliance with the D.C. Noise Control Act. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons, by posted sign or other printed notation, to be considerate of residents in the neighborhood after departing the building, by keeping conversations and other noises at a level that will not disturb the peace and tranquility of residents in the enjoyment of their homes or generate a noise complaint.

2. Applicant shall open its doors to receive patrons Monday through Thursday from no earlier than 11:30 a.m. until no later than 1:00 a.m., and Friday, Saturday and Sunday from no earlier than 11:30 a.m. until no later than 3:00 a.m., and shall have its kitchen open during these hours.

3. Applicant will maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area and see that those areas remain clean, and keep dumpster lid tightly closed and incapable of being entered by rodents, in order to limit odors and help control the pest and rodent population.

4. Applicant will provide for the proper removal of grease and oils and will not deposit these substances for removal in dumpster.

5. Applicant will maintain free of trash and litter the adjacent rear alley area, and public space and street to a minimum distance of 18" from curb, adjacent to the front of the building, in compliance with all applicable D.C. regulations in this respect, as often as needed (minimum of twice daily).

6. Applicant will maintain a security guard or guards on duty from 7:00 p.m. until closing.

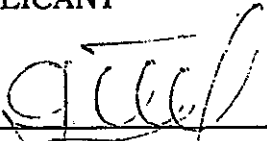
7. Applicant will reduce the size of its bars so that floor space on each floor devoted to tables will predominate, in order accurately to reflect the ratio between food service revenues and liquor sales revenues required by Applicant's license.

8. Applicant will comply in all respects with the requirements of its license or other requirements of law, including maintaining the appropriate ration between food service and liquor sales, refusing sales of alcohol or cigarettes to legally underage persons, and refusing to sell alcohol to inebriated patrons.

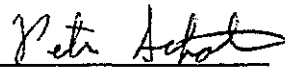
9. No patron ingress or egress at rear of building shall be permitted.

IN WITNESS WHEREOF, the Parties place their hands, on the date written above.

APPLICANT


Fermar, Inc., by
Gladys Fernandez, Owner

PROTESTANTS


Peter Schott, President
Kalorama Citizens Association

SENT 12/4 CERTIFIED

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

**Fermar, Inc. ee
t/a Las Rocas Restaurant**

**Application for a Retailer's
License Class CR - renewal
at premises
2450 13th Street, N.W.
Washington, D.C.**

Case No. 21298-97105P

Peter Schott, President, on behalf of the Kalorama Citizens Association, Protestant

Gladys Fernandez, President, on behalf of Applicant

Nigel L. Scott, Esquire, on behalf of the Applicant

**Before: Barbara L. Smith, Chair
Dennis Bass, Member
Allen Beach, Member
Mary Eva Candon, Member
Laverne King, Member
Duane Wang, Member
Eydie Whittington, Member**

ORDER ON WITHDRAWN PROTEST

This matter, having been protested, came before the Board for a public hearing on September 3, 1997 in accordance with D.C. Code Section 25-115 (c)(5)(1995 Supp.), providing for remonstrants to be heard. Peter Schott, President, on behalf of the Kalorama Citizens Association filed a timely protest letter dated August 18, 1997.

The official records of the Board reflect that the parties have now reached an Agreement which has been reduced to writing, and has been properly executed and filed with the Board. (See Agreement dated October 16, 1997.) Pursuant to that Agreement, the Protestant has agreed to withdraw the opposition provided, however, that the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

Fermar, Inc.
t/a Las Rocas Restaurant
Page two

Accordingly, it is this 12 day of November 1997, **ORDERED** that:

1. The opposition of Peter Schott, President, on behalf of the Kalorama Citizens Association, be, and the same hereby, is **WITHDRAWN**;
2. The above-referenced Agreement, dated October 16, 1997, be, and the same hereby, is **INCORPORATED** as part of this Order;
3. The application of Fermar, Inc. t/a Las Rocas for a retailer's license class CR - renewal at premises 2450 18th Street, N.W., be, and the same hereby, is **GRANTED**; and,
4. Copies of this Order shall be sent to the Protestant, the Attorney for the Applicant, and the Applicant.

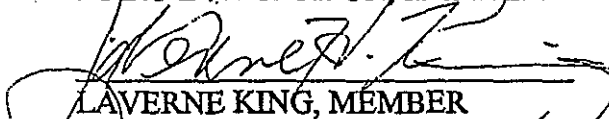
DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD


BARBARA L. SMITH, CHAIR

DENNIS BASS, MEMBER

ALLEN BEACH, MEMBER

MARY EVA CANDON, MEMBER


LAVERNE KING, MEMBER


DUANE WANG, MEMBER


EYDIE WHITTINGTON, MEMBER

Approved 12/13/0
2008 156 /ABSA

VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE
FOR SALE OF ALCOHOLIC BEVERAGES

THIS AGREEMENT, made and entered into this 10TH day of OCTOBER, 2000, by and between FERMAR, INC. trading as NOA NOA RESTAURANT (hereinafter the "Applicant"), and Kalorama Citizens Association (hereinafter the "Protestants"), witnesseth:

Whereas Applicant has filed an application (# 21298) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a class "CR" License for the premises known as NOA NOA RESTAURANT, located at 2450 18TH ST. N.W., Washington, D.C.,

Whereas Protestants have filed before the Board protests opposing the granting of this renewal,

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants' concerns and to include this agreement as a formal condition of its application, and (2) Protestants will agree to the issuance of the renewal of the license and withdrawal of the Protest, *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement,

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns,

Now therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Hours. The hours of operation shall be:

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
	11:30 A.M.-	11:30 A.M.-	11:30 A.M.-	11:30 A.M.-	11:30 A.M.-	11:30 A.M.-	11:30 A.M.-
Inside:	2:00 A.M.	2:00 A.M.	2:00 A.M.	2:00 A.M.	3:00 A.M.	3:00 A.M.	2:00 A.M.

Roof: N/A

Patio(s): N/A

(If hours are different on different floors please indicate.)

2. Seating. Seating capacity will not exceed:

2ND FLOOR 12 BAR

Interior tables: 47 Interior bar: 16 Patio(s) N/A: Roof: N/A

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR Section 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.

4. Trash/garbage/rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.

5. Exterior including public space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

(b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

6. Items specific to establishment.

SEE PAGE 4

(Note: Be specific: locations, hours, soundproofing, etc.)

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls".

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM.

9. Modification. This agreement can be modified only by mutual agreement of all the parties.

10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Withdrawal of protests. Protestant agrees to the issuance of the renewal of the license and withdrawal of their Protests, *provided* that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT:

Kalamazoo, MI
By: Mary S. H. O.
President

PROTESTANT:

Denis I. E. James
Kalamazoo Citizens Association
By: DENIS I. E. JAMES
LIQUOR LICENSING CHAIR
KALAMAZOO CITIZENS ASS'N.

Dated October 10, 2000

Item #6. Items Specific to Establishment

Applicant and Protestant agree, dependent on approval of the ABC Board, to modify the existing Voluntary Agreement (of October 16, 1997) in the following ways. The parties agree that:

The first two sentences of Item One, all of Item Six, all of Item Eight and all of Item Nine will be incorporated into this current (October 10, 2000) Voluntary Agreement. (For the convenience of all parties a copy of the October 16, 1997 Voluntary Agreement is attached.)

Item Two of the October 16, 1997 Voluntary Agreement shall be amended to read: Applicant shall open its doors to receive patrons Sunday through Thursday from no earlier than 11:30 a.m. until no later than 2:00 a.m., and on Friday and Saturday from no earlier than 11:30 a.m. until no later than 3:00 a.m. and shall have its kitchen open to serve food until at least 12:00 midnight Sunday through Thursday, and until at least 1:00 a.m. on Friday and Saturday.

Applicant understands that, in accordance with ABC regulations there must be an ABC licensed manager on duty whenever the establishment is open to serve alcoholic beverages.

Applicant agrees to place signs in Spanish and English near the main point of entry and egress in such a way as to be visible to all patrons, encouraging them not to loiter and to respect the peace, order and quiet of the neighborhood.

Applicant agrees to create a double-doored system of entry to buffer the surrounding neighborhood from sounds coming from the establishment. As this establishment is situated on two floors, this system must service both floors, either singly or in a combined fashion. Adequate space must be provided between the doors to allow the outer door to close before the inner door is opened. Applicant further agrees to acquire the necessary permits to perform the above work.

APPLICANT:

Fermar, Inc.
By: [Signature]
President

PROTESTANTS:

[Signature]
Kalorama Citizens Association

By: DENIS I. E. JAMES
LIQUOR LICENSING CHAIR
KALORAMA CITIZENS ASS'N.

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

Fermar, Inc.

t/a Noa Noa Restaurant

Application for a Retailer's Class

CR License (renewal)

at premises

2450 18th Street, N.W.

Washington, D.C.

Case no. 21298-00105P

Michael A. Gould, President, on behalf of the Kalorama Citizens Association, Protestant

Adela Fernandez, President, on behalf of the Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair

Vera Abbott, Member

Charles Burger, Member

Laurie Collins, Member

Judy Moy, Member

Ellen Oppen-Weiner, Esquire, Member

Audrey E. Thompson, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The application, having been protested, came before the Board on August 16, 2000, in accordance with D.C. Official Code Section 25-601 (2000 Edition). Michael A. Gould, President, on behalf of the Kalorama Citizens Association, filed opposition in a timely manner.


The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated October 10, 2000, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Accordingly, it is this 9th day of January 2002, **ORDERED** that:

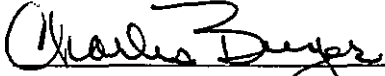
Fermar, Inc.
t/a Noa Noa Restaurant
Page two

1. The opposition of Michael Gould, President, on behalf of the Kalorama Citizens Association, be, and the same hereby, is **WITHDRAWN**;
2. The application of Fermar, Inc. t/a Noa Noa Restaurant for a retailer's class CR license (renewal) located at 2450 18th Street, N.W., Washington, D.C., be, and the same hereby, is **GRANTED**;
3. The above-referenced agreement between the parties, be, and the same hereby is, **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestants and the Applicant.

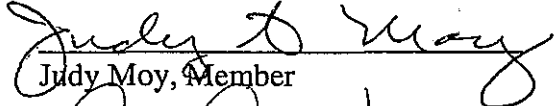
District of Columbia
Alcoholic Beverage Control Board


Roderic L. Woodson, Esquire, Chair

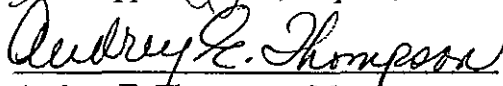

Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member


Ellen Oppen-Weiner, Esquire, Member


Audrey E. Thompson, Member

VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE
FOR SALE OF ALCOHOLIC BEVERAGES

THIS AGREEMENT, made and entered into this 19th day of February, 2008, by and between Adam Morgan
Trading as Acapulco (hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C,
hereinafter the "Protestant"), witnesses:

Whereas Applicant has filed an application (# 21298) with the District of Columbia Alcoholic Beverage
Control Board (hereinafter the "Board") for the renewal of a class "CR" License for the premises known as
Acapulco located at 2450 18th St. NW, Washington, D.C.,

Whereas Protestant has filed before the Board a protest opposing the granting of this renewal,

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle
their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement
whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include
this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the
renewal of the license and withdrawal of the Protest *provided* that such agreement is incorporated into the
Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement,

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate
Protestants' concerns.

Now agree therefore, in consideration of the mutual covenants and undertakings memorialized herein,
the Parties hereby agree as follows:

1. Hours. The hours of operation shall be:

	Monday	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Inside:	11:00 AM- 2 AM	11:00 AM- 2 AM	11:00 AM- 2 AM	11:00 AM- 2 AM	11:00 AM- 3 AM	11:00 AM- 3 AM	11:00 AM- 2 A, P
Roof:			N/A				
Patio(s):			N/A				

(If hours are different on different floors please indicate)

If different from above, hours when alcohol will be served:

Inside:

Roof:

Patio(s):

2. Seating. Seating capacity will not exceed: As shown on Occupancy Permit

Interior tables: _____ Interior bar: _____ Patio(s) _____: Roof: _____

(Please indicate by floor, if more than one floor will have seating)

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. There shall be no music played on the roof.

4. Trash/garbage/rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.

5. Exterior including public space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

(b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

6. Items specific to establishment:

Manuel Solloso will have no ownership or interest whatsoever
in this establishment.

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls".

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM.

9. Modification. This agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 1C, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written agreement from ANC-1C after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Withdrawal of protest. Protestant agree to the issuance of the renewal of the license and withdrawal of their Protests, *provided* that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT:

ADAM MORGAN PARTNERS LLC

By:

Steve Georgilakis, Managing Member

PROTESTANT:

Advisory Neighborhood Commission 1C

By:

Andrew Jones Mowle
Chairman, ANC-1C